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undergrowth instead of following paths, as the bare-footed native not unnaturally prefers to do, and so getting stung on his legs by a vicious kind of creeping nettle, while he walked the boundary of the land which was about to change ownership. Can anyone be so foolish as to suppose that they made up stories of this kind on purpose to dupe the Europeans and make them believe that they bought land from other natives? I am told by well travelled men that land tenure is a practically unknown thing among primitive tribes before the advent of the white man. If that is true, and I have no reason to doubt it, then I venture to think that this particular characteristic of this tribe discoverable by a study of their folk-lore, should be considered a matter of extreme interest, and not lightly thrown aside because it happens to conflict with preconceived ideas, and in some cases does not fall in with what one wishes to prove is the case."

In a memorandum to the Land Commission Canon Leakey wrote: "*Turning now to the question* as to whether there is any truth in the statements made by the Kikuyu that they purchased their land from the Dorobo I can only say that I took infinite pains many years ago to try and find out if it really was a fact and I could [p. 917] never find anything to make me doubt it. I am absolutely convinced in my own mind that what they say about this is entirely correct."

Findings of Land Commission

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The Land Commission, like the 1929 Committee, found it difficult to come to any clear-cut conclusion as to the nature of the payments, if any, made by the Kikuyu to the Dorobo. The Committee had recorded:

"We need not define the exact implication of the claim that they 'bought the Dorobo out'. It is at least certain that payments were made, and that Kikuyu families are the undisputed successors in the occupation of areas over which Dorobo families once hunted. This, which is all that is important to our purpose, is common ground."

The Land Commission expressed its general conclusions as follows:

"The total number of claims made is 193, inclusive of certain claims by the Dorobo. There are 141 cases in which the claim

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is accompanied by a statement of the payment alleged to have been made. The average payment, according to the claims, works out at 1,729 sheep and goats, 130 rams, 19 fat rams (or he-goats or ewes), 22 cattle and a number of other things, while the whole total of recorded payments is 250,849 goats, and the rest to match. We regard these figures as fantastic and ridiculous, whether one looks at them from the standpoint of the number of goats that the Kikuyu are known to have possessed, or the goat-consuming capacity of the Dorobo, or compares them with the payments recorded in Native Tribunal cases ... We do not suggest that these claims are deliberately false. There may be some which are true. No doubt there are also cases in which the claimants, being ignorant of the true history of their land, were led away into extravagant estimates by the general spirit of exaggeration which is very evidently abroad ... We feel that it would be rash for us to record any decided opinion on the amounts customarily paid to the Dorobo for land. We have not yet admitted that, in origin, they were payments for land at all. We can only say at this point that we are satisfied that payments of goats were sometimes made by Kikuyu to Dorobo either for the purpose of alliance or propitiation; that marriage-price or blood-money was often included and may originally have been the essence of the transaction, and that the sum in terms of goats was far more modest than the Kikuyu have represented ...

"A Dorobo witness, whose father had been adopted by the Kikuyu, informed us that, while it is true that payments were made progressively as the clearing proceeded and these according to the amount of land cleared, yet there was a stipulated sum for the land, and, though the payments were spread over generations, an end was eventually reached, and the payment was irrevocable. It seems improbable that the subsequent payments can be regarded as the balance of a stipulated purchase-price, because native custom dislikes hard and fast arrangements of that kind. The suggestion that the first payment was for the land and the subsequent payments for the clearing is hard to accept, because we cannot conceive that the land would have been worth anything without the right to clear it. But a finding that the original

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payment was in respect of alliance or goodwill and that the subsequent payments were for progressive clearing would be reasonably consistent with the evidence and with what we can bring ourselves to believe. If that is true, there would be nothing essentially irrevocable about the transaction ...

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"In claims Nos. 155 and 180 the mbari of the alleged Dorobo vendor has submitted a joint claim with the mbari of the alleged buyer, and other similar instances could be quoted.

"In most cases, however, it is certain that the Dorobo soon fell into an inferior position and either left the country or sought adoption by the Kikuyu. In some cases it seems from the evidence that they were forced into the adoption ceremony by the fear that their lives would not be safe otherwise. Even after adoption they claim that they kept some land back for their own use.

"The time at which the Kikuyu ceased making payments to the Dorobo in respect of the land is uncertain, but in the southern part of the district the practice evidently continued until after Kinanjui was chief and we regard it as probable that the idea of a finality of purchase as a definite transaction was an innovation introduced by him and copied from Europeans. Nevertheless, it is probable that in the northern part of the district the Dorobo had already become absorbed, or driven out, and payments, if they were ever made, had ceased.

"According to the Kikuyu Land Tenure Report, the effect of these transactions has been that 'Kikuyu families are the undisputed successors in the occupation of areas over which the Dorobo families once hunted'. We regard that as an over-statement in so far as the word 'undisputed' is concerned. Several claims have in fact reached us from Dorobo claiming large stretches of the Kikuyu Native Reserves. In some cases the claim is made in these words: 'Being Dorobo we inherited the land from our ancestors'. These claims are not confined to the Kiambu district, but embrace also a large part of the Fort Hall Native Reserve.

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"Possibly the Kikuyu theory that their land rights in the Kiambu District rest on purchase from the Dorobo would not work out very favorably for them, if it were used as the only support of their rights. The Dorobo can reasonably contend: a) that the sales, generally speaking, are not proved, and that probably much of the land was not sold; b) that the obligation of protection conferred on these Kikuyu adopters was not carried out, and that, as soon as the Kikuyu had got his land, the Dorobo was sometimes 'de-adopted' as the Kikuyu themselves confessed to the 1929 Committee; c) that the alleged 'sales,' when they took place at all, were not final, but only redeemable loans, as the action of Chief Kinanjui proves, and that the alleged final payment was not generally agreed by the Dorobo and did not reach many of them; d) that in many cases they are still partners in the land; and e) that, when and in so far as they sold land, they frequently reserved a piece for themselves, as the Kikuyu Land Tenure Report admits.

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"We shall not take the responsibility of pronouncing on these assertions, but we think that, if the Kikuyu were fully to realize their implication, they would be less ready to insist that every land question should be decided on historical grounds and would be more willing to concede something to the claims of beneficial occupation.

"By a process which consisted, as we have seen, partly of alliance and partnership and partly of adoption and absorption, partly of payment, and largely of force and chicanery, the Kikuyu had already succeeded the Dorobo when Count Teleki passed through Kikuyu land in 1887 . . ."

[p. 93] It must be remarked, however, that the Land Commission's findings that the process of succession consisted "largely of force and chicanery" does not entitle us, however fully we accept that finding, to reject at once the Kikuyu claim that the outright purchase of land was possible and in fact practiced. There is no doubt at all that today land can be, and frequently is, bought outright by one Kikuyu from another in the Kiambu District, but, as every District Officer who has served there knows only too well, to obtain it by chicanery or even force rather than by purchase is not altogether repugnant to modern Kikuyu ideas.